

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

BOOK  
STATE HS.-DE SOTO CO.  
FILED

80 PAGE 424

FOR RECORDER'S USE ONLY:

MAR 4 2 57 PM '99

BK 80 PG 424  
W.E. DAVIS CH. CLK.

---

### ASSIGNMENT OF LEASES AND RENTS AND OTHER INCOME

THIS ASSIGNMENT is given as of the 4<sup>th</sup> day of March, 1999, by DUNCAN REAL ESTATE HOLDINGS, LLC, a Mississippi limited liability company, (hereinafter referred to as "Assignor"), whose address is 9215 Millbranch Drive, Southaven, Mississippi 38671, to ALLIED CAPITAL SBLC CORPORATION, a Maryland Corporation, ("Assignee"), whose address is 1919 Pennsylvania Avenue, N.W., Washington, D.C. 20006.

### RECITALS

A. Assignor is the owner of the real property described in Exhibit A attached. Such real property, together with all improvements now or hereafter located thereon and all appurtenances thereto, is referred to as the "Property."

B. Assignor has executed a promissory note (the "Note") of even date herewith, payable to the order of Assignee in the principal face amount of \$1,000,000.00. The Note is secured, in part, by a Deed of Trust, of even date herewith (the "Deed of Trust") from Assignor to a trustee for the use and benefit of Assignee, encumbering certain property commonly known as 9215 Millbranch Road, Southaven, Mississippi. The Note, the Deed of Trust, this assignment, and all other documents executed or delivered by Assignor in connection with the indebtedness evidenced by the Note (the "Loan"), as any or all such documents may be amended, substituted for, or replaced from time to time, are referred to collectively as the "Loan Documents."

### ASSIGNMENT

NOW, THEREFORE, to induce Assignee to make the Loan, as a partial source of repayment of the Loan, and as additional security for the payment and performance of all obligations of Assignor to Assignee evidenced by or referred to in the Loan Documents, whether now existing or subsequently incurred, Assignor hereby undertakes and agrees as follows:

**Assignment of Leases and Guaranties.** Assignor hereby assigns, sells, and conveys to Assignee all of Assignor's right, title, and interest in and to those leases described in Exhibit B attached, all extensions and renewals of such leases and all guaranties of payment and/or performance thereof, and all other leases or occupancy agreements and guaranties of payment and/or performance thereof, in whatever form, which now or subsequently affect all or any part of the Property. All such leases, occupancy agreements and, unless the context otherwise requires, guaranties thereof are collectively referred to as the "Leases."

1. **Assignment of Rents and Other Income.** Assignor hereby assigns, sells, and conveys to Assignee all of Assignor's right, title, and interest in and to all deposits (whether for security or otherwise), rents, issues, profits, revenues, royalties, contract rights, and benefits of every nature of and from the Property.

2. **Ownership and Preservation of Leases.** Assignor represents, warrants and covenants that it now is (or with respect to Leases not yet in existence, will be immediately upon the execution thereof) the absolute owner of the Leases, with full right and title to assign the same and the rents, income, and profits due or to become due thereunder; that any existing Leases are valid, in full force and effect, and have not been modified or amended except as stated herein; that there is no outstanding assignment or pledge thereof or of the deposits (for security or otherwise), rents, income and profits due or to become due thereunder; that there are no existing defaults under the terms thereof on the part of any party thereto; that the lessees thereunder have no present defenses, set-offs, or counterclaims against Assignor; and that no rents, income, or profits payable thereunder have been or will be hereafter anticipated, collected for more than one month in advance, discounted, released, waived, compromised, or otherwise discharged without Assignee's prior written consent. Assignor will not cancel, terminate (except for nonpayment of rent or other material breach by the lessee), or permit the surrender of any Lease, or amend or modify any provision thereof, or make any subsequent assignment thereof, without the prior written consent of Assignee. Any attempted cancellation, termination (other than for nonpayment of rent or other material breach by the lessee), surrender, amendment, modification, or assignment of any Lease without the prior written consent of Assignee shall, at Assignee's option, be null and void.

3. **Defense of Actions.** Assignor will, at Assignor's sole cost and expense, appear in and defend any action or proceeding arising under, growing out of, or in any way connected with the Leases or the obligations, duties, or liabilities of the lessor or lessee thereunder, and will pay on request all costs and expenses, including attorneys' fees, which Assignee may incur in connection with Assignee's appearance, voluntary or otherwise, in any such action or proceeding.

4. **Assignee's Right of Possession.** At any time after the execution of this assignment, Assignee may, at its option, enter and take possession of the premises affected by any Lease and perform all acts necessary for the operation and maintenance of such premises in the same manner and to the same extent as Assignor could do the same things. Without limiting the effect of the preceding sentence, Assignee is empowered, but shall have no obligation, to collect the rents, income, and profits accruing under the Leases or any of them, to enforce payment thereof and the performance of any and all terms and provisions thereof, to exercise all of the rights and privileges of Assignor thereunder, including the right to fix or modify rents, to demand and sue for possession of the premises covered by any Lease, and to relet such premises and collect the rents, income, and profits resulting from such reletting. Assignee will from time to time apply the net income derived under the Leases, after payment of all proper costs and charges (including any loss or damage of the nature referred to in paragraph 8 hereof, and including attorneys' fees and other costs of collection) to any sums then due Assignee under the Loan Documents, in such order as Assignee may elect, but Assignee will in no event be accountable for any sums not actually received by Assignee pursuant to this assignment.

5. **Revocable Waiver of Assignee's Rights.** By accepting this assignment, Assignee waives the right to exercise the rights and powers granted to Assignee in paragraph 5 above, and covenants and agrees not to revoke such waiver until and unless there has been a default by Assignor in the payment or performance of any obligation contained in, secured by, or referred to in the Loan Documents. If any such default occurs and is not cured within any applicable grace period, Assignee may at any time (including the time covered by any foreclosure proceeding and the period provided for redemption, if any) revoke such

waiver without notice, and upon such revocation may proceed to exercise any or all of the rights and powers conferred upon Assignee in said paragraph 5.

**6. Direction to Lessees.** Assignor hereby irrevocably agrees and directs that the lessee under each Lease shall, upon demand and notice from Assignee that Assignee has revoked the waiver contained in paragraph 6 hereof, pay all rents, income, and profits under such Lease to Assignee, without liability on the part of such lessee for determining the validity or propriety of Assignee's revocation of such waiver, and notwithstanding any claim by Assignor that Assignee's revocation of such waiver is invalid or improper. Assignor will have no claim against any such lessee for any rents or other sums paid by such lessee to Assignee.

**7. Limitation on Assignee's Duties; Indemnification.** Prior to Assignee's actual entry and taking possession of the premises immediately affected by any Lease, this assignment shall not operate to place responsibility upon Assignee for the condition, safety, control, care, management, or repair of such premises. Nothing contained herein shall be construed to bind Assignee at any time to the performance of any of the terms or provisions contained in any Lease, or otherwise to impose any obligation on Assignee, including, without limitation, any liability under any covenant of quiet enjoyment contained in any Lease if any Lease is terminated or any lessee dispossessed upon foreclosure of any of the Loan Documents. Assignor agrees to indemnify Assignee against and hold Assignee harmless from any and all claims, liabilities, losses, expenses, or damages, including attorneys' fees, which Assignee may incur under any Lease, or by reason of this assignment, as well as any and all claims and demands which may be asserted against Assignee by reason of any alleged obligation or undertaking to be performed or discharged by Assignee under any such Lease or under or by reason of this assignment.

**8. Performance by Assignor.** Assignor will perform, both before and after any revocation by Assignee of the waiver contained in paragraph 6 above, all of Assignor's covenants, agreements, and obligations as lessor under the Leases, and will neither do nor fail to do anything which may result in any release of liability of any lessee or lease guarantor or the accrual of any right in any lessee to withhold any rent or other sum payable under the terms of any Lease. Assignor will give prompt notice to Assignee of any notice of default received from any lessee or from any other person, and will furnish Assignee with a copy of any such notice. If requested by Assignee, Assignor will enforce each Lease and all remedies available to Assignor against the lessee thereunder in the event of any default by such lessee.

**9. Assignor's Negative Covenants.** Assignor will not make any other or further assignment of any Lease or of any interest therein, or of any of the rents payable thereunder. Assignor will not modify or amend the terms of any guaranty of any Lease or cancel or terminate any such guaranty, nor consent to the assignment of any Lease, or any subletting thereunder, without the prior written consent of Assignee. Assignor will not enter into any Lease not listed in Exhibit B hereto without the prior written consent of Assignee, which consent shall not be unreasonably withheld, and if Assignee gives such consent Assignor will notify Assignee in writing immediately upon entering into any Lease not listed in such Exhibit B, and furnish Assignee with an executed copy of such Lease.

**10. Assignee's Right to Perform Defaulted Obligations.** If Assignor fails to make any payment or to perform any act required of Assignor under the terms hereof, then Assignee may, but will not be obligated to, without notice to or demand on Assignor, and without releasing Assignor from any obligation under this assignment, make the payment or perform the act in such manner and to such extent as Assignee may deem necessary to protect the security hereof, including specifically, without limitation, appearing in and defending any action or proceeding purporting to affect the security hereof or the rights or powers of Assignor or Assignee, and performing or discharging any obligation, covenant, or agreement of Assignor under any Lease. In exercising any of such powers, Assignee may pay all necessary costs and

expenses, employ counsel, and incur and pay attorneys' fees. Any sum advanced or paid by Assignee for any such purpose shall be immediately due and payable to Assignee by Assignor, and shall bear interest from the date paid or advanced by Assignee until repaid by Assignor at the "Default Rate" as defined in the Deed of Trust.

**11. Cross-Default Clause.** Any default by Assignor in the performance or observance of any covenant or condition hereof shall be deemed a default or event of default under each of the Loan Documents, entitling Assignee (upon the expiration of any grace period provided for in any other Loan Document) to exercise all or any remedies available to Assignee under the terms of any or all Loan Documents, and any default or event of default under any other Loan Document shall be deemed a default hereunder, entitling Assignee (upon the expiration of any such grace period) to exercise any or all remedies provided for herein. Failure by Assignee to exercise any right which it may have hereunder shall not be deemed a waiver thereof unless so agreed in writing by Assignee, and the waiver by Assignee of any default by Assignor hereunder shall not constitute a continuing waiver or a waiver of any other default or of the same default on any future occasion.

**12. Reassignment by Assignee.** Assignee may assign all of Assignor's right, title, and interest in any or all Leases (to the extent of the interests therein conferred upon Assignee by the terms hereof) to any subsequent holder or owner of the Note or other Loan Documents, or to any person who acquires title to the Property through foreclosure or otherwise. From and after the acquisition of title to the Property by any person, through foreclosure or conveyance in lieu of foreclosure, no assignee of Assignor's interest in any Lease shall be liable to account to Assignor for the rents, income and profits thereafter accruing. The recording of any valid release of the Deed of Trust shall operate as a release of this Assignment in favor of the then owner of the Property; provided, that the recording of any valid partial release of the Deed of Trust shall operate as a release hereof only with respect to that portion of the Property thereby released from the Deed of Trust, the term "Property" as used herein being deemed thereafter to refer only to that portion of the Property remaining encumbered by the Deed of Trust and the term "Assignor" as used herein being deemed thereafter to refer only to the owner or owners of such remaining portion of the Property; and provided further, that the affidavit of any officer of Assignee stating that any part of the indebtedness secured hereby remains unpaid shall constitute conclusive evidence of the validity, effectiveness, and continuing force of this assignment, and any person may and is hereby authorized to rely upon such affidavit.

**13. Binding Effect.** The provisions of this assignment shall bind and benefit the parties hereto and their respective successors and permitted assigns.

**14. Notices.** Any notice, request, demand, consent, approval, bill, invoice or other communication required or permitted under the Loan Documents (a "Notice") shall be in writing and be given by personal delivery, facsimile transmission or sent by United States first class mail, postage prepaid, addressed to the party for whom it is intended at the address for that party set forth above. A Notice shall be deemed effective when personally delivered, successfully transmitted by facsimile machine or on the third Business Day after mailing in accordance with the provisions of this Section 15. Any party may change its address or the person designated to receive any Notice by giving ten (10) days' prior written notice of such change to the other parties in the manner above prescribed.

Signed and delivered as of the date first mentioned above.

DUNCAN REAL ESTATE HOLDINGS, LLC

By:

Ulric D. Duncan, Managing Member

BOOK

80 PAGE 428

STATE OF Mississippi :  
COUNTY OF DeSoto :

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that Ulric D. Duncan, whose name is signed to the foregoing Assignment on behalf of Assignor bearing the date of the 4<sup>th</sup> day of March, 1999, has acknowledged the same before me in my county aforesaid.

Given under my hand this 4<sup>th</sup> day of March, 1999.

May Ruston  
Notary Public

My Commission Expires:

Notary Public State of Mississippi At Large  
My Commission Expires: July 17, 2002  
Bonded Thru Helden, Brooks & Garland, Inc.

LEGAL DESCRIPTION

9215 Millbranch Road  
Southaven, Mississippi 38671

LOT 7, FOURTH ADDITION-SECTION "A", WHITEHAVEN VIEW  
SUBDIVISION LOCATED IN SECTION 14, TOWNSHIP 1 SOUTH, RANGE  
8 WEST, DESOTO COUNTY, MISSISSIPPI, AS RECORDED IN PLAT BOOK  
1, PAGE 43, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO  
COUNTY, MISSISSIPPI.

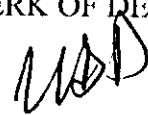
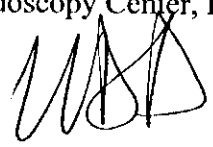


EXHIBIT B  
Current Lease

Commercial Lease between Duncan Real Estate Holdings, LLC, Lessor, and the Professional Offices of Ulric Duncan, M.D., PC, and Delta Gastroenterology and Endoscopy Center, PC, as Lessee, dated March 4, 1999.

H:\Allied Capital\990222 Assign of L&R.doc



Prepared By  
Rees Broome & Diaz  
8133 Leesburg Pike 9th Floor  
Tysons Corner  
Vienna, Va. 22182  
703-790-1911

H:\ALLIED CAPITAL\990222 ASSIGN OF L&R.DOC

Return to  
Austin Law Firm

1. **Parties:** THIS LEASE, dated this the 4th day of March, 1999, between Duncan Real Estate Holdings, L.L.C., party of the first part, hereinafter called "Lessor", and Professional Offices of Ulric Duncan, M.D. and Delta Gastroenterology and Endoscopy Center, P.C., joint and severally, party of the second part, hereinafter collectively called "Lessee",
2. **Consideration:** Witnesseth: That each of the aforesaid parties acknowledges the receipt of a valuable consideration from the other and that they and each of them act herein in further consideration of the engagements of the other as herein stated.
3. **Premises:** That Lessor does hereby grant, demise and lease unto said Lessee the following described premises situated in the City of Southaven, County of DeSoto, State of Mississippi, being the property known as 8215 Millbranch Road, Southaven, Mississippi.
4. **Term:** TO HAVE AND TO HOLD the above described premises unto the Lessee for the period of 20 years, commencing on the 4th day of March, 1999, and ending on the 3 day of March, 2014.
5. **Rental:** Lessee hereby covenants and agrees to pay to Lessor as rent for the aforesaid premises the sum of Fourteen Thousand and 00/100 (\$ 14,000.00 ) per month.
6. **Proof of Payment:** The burden of proof of payment of rent in case of controversy shall be upon the Lessee. *USA*
7. **Lien on Leasehold, etc.:** A first lien is hereby expressly reserved by the Lessor and granted by the Lessee upon the terms of this and upon all interest of the Lessee in this leasehold for the payment of rent and also for the satisfaction of any cause of action which may accrue to the Lessor by the provisions of this instrument. A first lien is also expressly reserved by the Lessor and granted by the Lessee upon all buildings, improvements, store fixtures, water fixtures and gas fixtures and all other fixtures erected or put in place or that may be erected or put in place upon the premises by or through the Lessee or other occupants for the payment of rent and also for the satisfaction of any causes of action which may accrue to the Lessor by the provisions of this instrument;
8. **Quite Possession:** The Lessor hereby covenants that if Lessee shall keep and perform all of the covenants of this lease on the part of Lessee to be performed, lessor will guarantee to lessee the quiet, peaceful and uninterrupted possession of the said premises;
- THE LESSEE HEREBY FURTHER COVENANTS:**
9. **Lawful and Moral Uses:** That the premises and all buildings and improvements thereon shall during the term of this lease be used only and exclusively for lawful and moral purposes, and no part of the premises or improvements thereon shall be used in any manner whatsoever for any purpose in violation of the laws of the United States of America, the State of Mississippi, or the ordinances and laws of the County of DeSoto and City of Southaven.
10. **Protection** To save and hold the Lessor harmless from violations of the laws of the United States, the State of Mississippi, or the ordinances and laws of the County of DeSoto and City of Southaven.
11. **Waste:** Not to commit or permit to be committed any waste whatsoever;
12. **Nuisances:** Not to create or allow any nuisance to exist on said premises, and to abate any nuisance that may arise promptly and free of expense to Lessor;
13. **Invalidation of Insurance:** Not to suffer anything to be or remain upon or about the premises which will invalidate any policy of insurance which Lessor may now or hereafter have upon said building;
14. **Increased Premiums:** Not to suffer anything to be or remain upon or about the premises nor carry on nor permit upon the premises any trade or occupation or suffer to be done anything which may render an increased or extra premium payable for the insurance of the premises against fire, unless consented to in writing by the Lessor and if so consented to, the Lessee shall pay such increased or extra premium within ten days after the Lessee shall have been advised of the amount thereof;
15. **Advertising:** That no outside walls, roofs or other exterior portion of the premises or of any buildings or other improvements now or hereafter erected on the premises shall be used for any advertising purposes whatsoever except the direct advertising of the Lessee's own business;
16. **Alterations:** Not to make any changes, alterations, or additions about the said buildings or premises without first obtaining the written consent of the Lessor and in no event to do anything that shall weaken the building or structure now on or that may hereafter be erected on the premises;
17. **Damages, Accidents, etc.:** To hold Lessor harmless against all damages, accidents, and injuries to persons or property caused by or resulting from or in connection with any power plant, machinery, elevator, elevator shaft, stairway, signs, awnings, glass, brick, and other building material, hatch, coal, chute or other openings, flag pole, and any other things in or pertaining to any other parts of said premises, or things in or pertaining to or upon the premises during the term of this lease or while the Lessee is occupying the premises;
18. **Plate Glass Insurance:** To carry adequate plate glass insurance on all plate glass on the premises in a company satisfactory to with loss clause payable to the Lessor.



19. **Insolvency, Etc. of Lessee:** That in the event of the insolvency or bankruptcy of the Lessee, or the filing of any petition under the bankruptcy statute, voluntarily or involuntarily, and whether or not resulting in an adjudication in bankruptcy, or in the event of a partial or general assignment for the benefit of a creditor, at any time thereafter the Lessor shall have the right to terminate this lease upon giving written notice thirty (30) days in advance.
20. **Taxes:** The parties shall equally be responsible for and shall pay real property taxes which may be assessed on or against the subject property as the same become due. Lessee shall pay all personal taxes.
21. **Delivery at End of Lease Term:** And on the expiration of the term of this lease to deliver unto the Lessor the possession of said building, lot and premises, cleared of all persons, goods and things not properly belonging to the same, and in as good order and condition as the same were received, destruction or damage by fire, storm, or other casualty and ordinary wear and tear excepted.
22. **Right of Entry, etc.:** The Lessor reserves the right during the term of this Lease to enter said premises at reasonable hours to show the same to other persons who may be interested in renting or buying the property, and for the purpose of inspecting the premises and to make such repairs as Lessor may deem necessary for the protection and preservation of the said building and premises; but Lessor is not bound to make any repairs whatsoever, nor to be held liable for any damage in consequence of leaks, or for the stoppage of water, sewer, gas or drain pipes by reason of freezing or any other cause or obstructions, nor for any other defects about the building and premises, the Lessee having examined the same and being satisfied therewith; but should such leaks, obstructions, freezing, stoppages, or other defects about the building and premises occur during the term of this lease, or while the Lessee is occupying the premises, then the Lessee shall remedy the same promptly at the Lessee's expense unless the Lessor by written agreement undertakes to do the same.
23. **Default of Rent, etc.:** All covenants and agreements herein made and obligations assumed are to be construed also as conditions and these presents are upon the express condition that if Lessee should fail to pay when due any one of the aforesaid installments of rent, or should fail to perform or observe any of the covenants, agreements or obligations herein made or assumed by said Lessee, then and thenceforth, in any of said events, this lease may be forfeited and thereby become null and void at the option of the Lessor, and said Lessor may immediately, or at any time after the breach of any of said covenants, re-enter said premises and building, or any part thereof in the name of the whole, and repossess and have the same as of Lessor's former estate and remove therefrom all goods and chattels not thereto properly belonging, and expel said Lessee and all other persons who may be in possession of any premises and building, and that, too, without demand or notice.
24. **Right to Terminate Not Exclusive:** The right in the Lessor to terminate this lease as herein set forth is in addition to and not in exhaustion of such other rights that the Lessor has or causes of action that may accrue to the Lessor because of the Lessee's failure to fulfill, perform or observe the obligations, agreements or covenants of this lease, and the exercise or pursuit by the Lessor of any of the rights or causes of action accruing hereunder shall not be an exhaustion of such other rights or causes of action that the Lessor might otherwise have.
25. **Subletting:** The Lessee shall not assign or sublet the premises nor any part thereof without the written consent of the Lessor, but such written consent shall not be unreasonably withheld, and in no event shall the subletting or assignment of this lease relieve the Lessee of any of the covenants, agreements and obligations imposed upon Lessee in this lease;
26. **Destruction by Fire, etc.:** Should the building upon the demised premises be totally destroyed by fire or other causes, or otherwise so damaged, this Lease shall continue in full force and effect with no rent abatement, and it is hereby understood and agreed by all parties hereto that no rental value is being attributed to the improvements located on the demised premises
27. **Renewal** No renewal of this lease will be binding on either party unless it be in writing and signed by the Lessor and Lessee.
28. **Waiver of Breach:** It is hereby covenanted and agreed that no waiver of a breach of any of the covenants of this lease shall be construed to be a waiver of any succeeding breach of the same or any other covenant.
29. **Attorneys Fees:** Lessee agrees to pay all costs of collection, including reasonable attorney fees, if all or any part of the rent reserved herein is collected after maturity with the aid of an attorney; also to pay reasonable attorney fees in the event it becomes necessary for the Lessor to employ an attorney to force the Lessee to comply with any of the covenants, obligations, or conditions imposed by this lease.
30. **Going Business:** The Lessee hereby further covenants that a going business shall be conducted in the within leased premises throughout the full term of this lease.
31. **Covenants Run:** It is hereby covenanted and agreed between the parties hereto that all covenants, conditions, agreements and undertakings in this lease contained shall extend to and be binding on the respective heirs, executors, administrators, successors and assigns of the respective parties hereto the same as if they were in every case named and expressed; also that the terms "Lessor" and "Lessee" shall be construed in the singular or plural number according as they respectively represent one or more than one person.
32. **Environmental:** Lessee shall refrain from the use, storage or transportation of hazardous materials on, about or incident to the Premises. Lessee shall promptly notify Lessor, in writing, of any action, orders, requests, notifications or other written or verbal communication from any agency relating to the presence, suspected presence or potential presence of any hazardous material on or about the premises from any source. Lessee shall provide immediate written notice if the Lessee or the premises are subject to a federal, state or local investigation, whether by a governmental entity or third party, evaluating the location of hazardous materials on the premises or the evaluation of whether any remedial action is needed. Lessee hereby agrees to indemnify Lessor and hold

Lessor harmless from and against any and all liability arising in any manner whatsoever out of any hazardous material on, about or incident to the premises, including, without limitation, claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith, including, but not limited to attorneys fees and expenses, arising directly or indirectly, in whole or in part, out of any activity of Lessee bring onto or causing to be brought onto or incident to the premises any hazardous materials. **The Lessee shall not be responsible for any liability relating to any hazardous materials existing on the premises, if any, at the time Lessee took possession of the premises. At no time will any petroleum products be stored or dispensed on the leased property.**

**33. Renewal:**

Upon six months written notice by Lessee to Lessor, this lease may be renewed for an additional five (5) year term. If Lessee exercises this option to renew, rent will be in an amount to be agreed upon by the parties hereto.

**34. Validity and  
Severability:**

If any provision of this lease is held to be illegal, invalid, or unenforceable under present or future laws effective while this lease is in effect, the legality, validity and enforceability of the remaining provisions of this lease shall not be affected thereby, and this lease shall be construed in all respects as if such invalid, illegal or unenforceable provisions had been omitted.

It is expressly understood and agreed by and between the parties hereto that this lease and any riders attached hereto forming a part hereof set forth all the promises, agreements, conditions and understandings between Lessor or his agent and Lessee relative to the leased premises, and that there are no other promises, agreements, conditions or understandings, either oral or written, between them other than those that are set forth herein. It is further understood and agreed that no subsequent alteration, amendment, change or addition to this lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them, and by direct reference therein made a part hereof.

IN TESTIMONY WHEREOF, the above named Lessor and the above named Lessee have executed this and two other original instruments of identical tenor and date, on the day and year set forth in Clause 1 of this Lease.

**LESSOR:****DUNCAN REAL ESTATE HOLDINGS, LLC**BY: Ulric DuncanTITLE: Managing Member**LESSEE:****PROFESSIONAL OFFICES OF ULRIC DUNCAN, M.D.**BY: Ulric DuncanTITLE: President**DELTA GASTROENTEROLOGY AND ENDOSCOPY CENTER, P.C.**BY: Ulric DuncanTITLE: President

Thomas H. Hendrix Harvey  
2900 One Commerce Square  
Memphis, TN 38103

901-525-8721